

Rio Grande Council of Governments



Request for Proposals for Accelerated Mediation Skills for Busy Professionals Training Curriculum

1. Introduction

The Dispute Resolution Center (DRC) is seeking proposals from qualified training providers to develop and deliver an abbreviated mediation training program. This program is designed to provide professionals with essential mediation skills in a condensed format. This abbreviated training offers a foundational understanding of mediation, capturing its core principles and practical applications. However, it does not equate to the comprehensive skill set developed through a full 40-hour mediator certification program. Designed as a practical alternative, this training is ideal for professionals—such as organizational leaders, HR personnel, and other key stakeholders—who require mediation capabilities but are unable to commit to the full program. It will equip them to effectively manage conflicts, foster workplace harmony, and enhance organizational problem-solving strategies. The goal of the abbreviated program is to equip participants with the knowledge and techniques necessary to effectively mediate disputes in various professional settings.

2. Background

The Dispute Resolution Center (DRC) remains deeply committed to promoting effective conflict resolution through comprehensive training. Our standard 40-hour mediation training has long served as the benchmark for preparing qualified mediators.

In response to the needs of busy professionals, we are introducing an abbreviated training program designed solely to enhance conflict management skills within professional settings. This program is not a substitute for the full 40-hour training and does not authorize or qualify participants to act as mediators in any formal capacity.

Its purpose is to equip leaders, HR professionals, and other stakeholders with practical tools to navigate workplace disputes more effectively—not to prepare individuals for professional mediation roles.

3. Objectives

The primary objectives of the abbreviated mediation training are:

- To provide an overview of mediation principles and practices.
- To teach essential mediation skills, including communication, negotiation, and conflict resolution.
- To enable participants to apply mediation techniques in their professional roles.
- To foster an understanding of the ethical considerations in mediation.

4. Scope of Work

The selected training provider will be responsible for:

- Designing an abbreviated mediation training curriculum tailored for professionals.
- Delivering the training in an engaging and interactive format.
- Providing all necessary training materials and resources.
- Evaluating the effectiveness of the training through participant feedback.

5. Training Content

The training should cover the following key topics:

- Introduction to Mediation: Definition, benefits, and applications.
- Mediation Process: Stages of mediation, from preliminary arrangements to closure.
- Communication Skills: Active listening, note-taking, questioning, and using neutral language.
- Conflict Resolution Techniques: Identifying interests, generating options, and negotiating agreements.
- Ethical Guidelines: Confidentiality, neutrality, and professional conduct.

6. Deliverables

The training provider is expected to deliver:

- A comprehensive training curriculum and agenda outlining the structure and content of the program. The training is expected to span six to eight hours and will be designed for a group of no more than twenty participants, ensuring an interactive and engaging learning environment.
- Training materials, including handouts, slides, and exercises.
- A post-training evaluation report summarizing participant feedback and recommendations for improvement.

7. Proposal Requirements

Proposals should include the following information:

- Training Provider Qualifications: Experience in mediation training and relevant credentials.
- Training Approach: Description of the proposed training methodology and format.
- Budget: Provide a detailed breakdown of all costs associated with delivering the proposed services, including but not limited to labor, materials, travel, and any other relevant expenses. Clearly indicate whether the pricing is firm or subject to change, and specify any conditions that may affect the final cost.
Note: The DRC will provide marketing for the program, meeting space, printing materials and refreshments. These items should not be included in your proposed budget.
- References: Contact information for previous clients who can attest to the provider's expertise.

8. Submission Guidelines

- Proposals must be submitted by June 20, 2025, 12:00 p.m., MDT to Annette Gutierrez at annetteg@riocog.org. Please include "Abbreviated Mediation Training Proposal" in the subject line.
- Respondents shall restrict all contact and questions regarding this RFP to Annette Gutierrez at annetteg@riocog.org. Respondents or their agents are prohibited from lobbying members of the RIOCOG and its staff. Failure to comply with this clause shall be grounds for rejection of their RFP as non-responsive.

- The proposals will be publicly opened on June 20, 2025, at 12:30 p.m., MDT at the RIOCOG office at 8037 Lockheed, Suite 100, El Paso, Texas, 79925.

9. Evaluation Criteria

- Proposals will be evaluated based on the following criteria, with a maximum of 100 points awarded:
- Training Provider Qualifications (0-25 points): Experience in mediation training and relevant credentials.
- Training Approach (0-20 points): Description of the proposed training methodology and format.
- Curriculum Outline (0-20 points): Detailed outline of the training content and schedule.
- Budget (0-15 points): Itemized budget for the training program, including fees and expenses.
- References (0-10 points): Contact information for previous clients who can attest to the provider's expertise.
- Overall Proposal Quality (0-10 points): Clarity, organization, and professionalism of the proposal.

The evaluation committee will consist of five members, three will be staff from RIOCOG and two will be Volunteer Mediators. Each member will independently review and score each proposal. Each member may award up to 100 points based on the established criteria. To ensure a fair and balanced assessment, the scores from all five members will be averaged. This method helps to mitigate individual biases and provides a more accurate representation of the committee's collective judgment.

10. Ownership of Documents

All materials developed under this RFP shall be considered the joint property of the DRC and the selected trainer or training organization. The trainer may reproduce, distribute, and use the materials independently without prior notice to the DRC, provided that appropriate credit is given to the DRC in any such use. The DRC also retains the right to use the materials for internal purposes or future programming.

11. Procurement Grievance Procedures

Definitions

- A grievance is defined as limited to an alleged improper interpretation, application, or violation of an individual's terms and conditions regarding the Request For Proposal process.
- A "party of interest" is the person or persons making the appeal and any person who might be required to take action or against whom action might be taken to resolve the claim.

- Failure by the aggrieved at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be acceptance of the decision rendered at that step.

12. Procedure

General

- Failure by the Administration at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
- The time limits specified may be extended by mutual agreement and shall be exclusive of discretionary leave and scheduled vacation.
- Failure by the aggrieved at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be acceptance of the decision rendered at that step.

13. Action and Appeal

Level 1

The grievance must be discussed with the Executive Director within ten (10) calendar workdays after the individual(s) first knew or should have known of the event or series of events causing the complaint. If the Executive Director does not resolve the matter within ten (10) calendar workdays, then the aggrieved shall present the grievance in writing, proceeding to Level 2.

Level 2

If the grievance is not resolved to the individual's satisfaction at Level 1, then the individual may appeal to the Rio Grande Council of Governments Board of Directors' Officers in writing within ten (10) calendar workdays after receipt of the final decision made by the Executive Director. The RIOCOG Board Officers will determine only whether the decision was reasonable on the basis of record and not capricious or irresponsible. The RIOCOG Board Officers will give its report to the Board of Directors for the final decision. The RIOCOG Board's final decision shall be rendered, in writing, to the parties involved.

14. Special Conditions

Rejection Rights

All respondents are notified that the execution of a contract pursuant to this solicitation is dependent upon approval by RIOCOG. RIOCOG reserves the right to reject all responses and re-solicit if deemed by RIOCOG to be in its best interest, and to abandon the project and this RFP at any time for any or no reason. The selection of a respondent or respondents is also conditioned on the negotiation of an acceptable contract.

Other Conditions; Reservation of Rights

This is a solicitation and not an offer to contract. The provisions in this solicitation and any procurement or purchasing policies or procedures of RIOCOG are solely for the fiscal responsibility of RIOCOG and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. RIOCOG reserves the right to issue clarifications and other directives concerning this solicitation; to require clarification or further information with respect to any response or proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any respondent.

Cost of Response Preparation and Other Charges

Respondents are solely responsible for all costs of preparing their proposals and participation in this solicitation and RIOCOG assumes no responsibility for payment of any expenses incurred by a respondent as part of this process. For the selected firm, no

reimbursement will be made by RIOCOG for any costs incurred prior to full execution of contract and issuance of written notice by RIOCOG to commence project services.

Conflict of Interest

Respondents shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of respondents' obligations in this project. Respondents shall acknowledge that with respect to any subsequent contract, even the appearance of a conflict of interest is harmful to RIOCOG's interests. Absent RIOCOG's prior written approval, respondents shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the respondent's obligations to RIOCOG. If a conflict or appearance exists, or if the respondent is uncertain whether a conflict or the appearance of a conflict of interest exists, the respondent shall submit to RIOCOG a disclosure statement setting forth the relevant details for RIOCOG's consideration. Failure to promptly submit a disclosure statement or to follow RIOCOG's direction in regard to the apparent conflict constitutes a breach of contract. All proposals will be checked against the Excluded Parties List System, which is maintained by the General Services Administration. If an authorized principal or firm is listed, the proposal will be disqualified.

Texas Public Information Act Requirement

All proposals and their accompanying attachments become the property of RIOCOG upon submission and are subject to the Texas Public Information Act.

- If the respondent considers any portion of its proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- Proposals will be opened in a manner that avoids disclosure of the contents to competing proposers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

RIOCOG will honor the respondent's notation of trade secrets and confidential information and decline to release such information initially. The Texas Attorney General will make the

final determination of whether a particular portion of the proposal is, in fact, a trade secret or commercial or financial information that may be withheld from public inspection.

- In the event a public information request is received for a portion of the proposal that has been noted as being confidential information, the respondent will be notified of the request and the respondent will be required to justify its legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. If it is determined by opinion or order of the Texas Attorney General that such information is, in fact, not privileged and confidential, then such information will be made available to the requester.
- Marking the entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.

15. Certification regarding drug-free workplace requirements

The proposer must submit a completed form certifying that it complies with the drug-free workplace requirements.

The proposer certifies that it will provide a drug-free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing a drug-free awareness program to inform employees about— (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation and employee assistance programs, and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will— (1) Abide by the terms of the statement; and (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction; (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted— (1) Taking appropriate personnel action against such an employee, up to and including termination; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue

to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Typed Name and Title of Certification Official

Signature

Date
